

**Attached is
Agenda Item #1**

**Approval of Advanced Life Support (ALS) Non-Transport
First Responder Agreement with the City of Tallahassee**

**for the
Meeting of Tuesday, November 4, 2003**

This document distributed: October 31, 2003

Board of County Commissioners Agenda Request

Date of Meeting: November 4, 2003

Date Submitted: October 31, 2003

To: Honorable Chairman and Members of the Board

From: Parwez Alam, County Administrator
EMS Transition Team:
Vincent S. Long, Assistant County Administrator
Alan Rosenzweig, Office of Management & Budget, Director
Dan Moynihan, EMS Director
Joe Sharp, Director of Health & Human Services
Andrea Simpson, Assistant to the Director of Public Services
Benjamin H. Pingree, Special Projects Coordinator

Subject: Approval of Advanced Life Support (ALS) Non-Transport First Responder Agreement with the City of Tallahassee

Statement of Issue:

This agenda item seeks Board approval of an agreement with the City of Tallahassee for the Advanced Life Support (ALS) Non-Transport First Responder component of the County Emergency Medical Services (EMS) Program to be performed by the Tallahassee Fire Department (TFD).

Background:

On June 24, 2003, the Board voted unanimously to create a County-run Emergency Medical Services (EMS) Department to provide emergency medical and transport services to the citizens of Leon County (Attachment #1).

On July 8, 2003, the Board considered an agenda item entitled "County EMS Department Implementation plan and Budget" (Attachment #2). The County's proposed EMS model which was presented at that time was an enhanced deployment model consisting of five 24/7 ambulances, three peak load staffing ambulances and three quick response vehicles (QRVs) in the remote areas of the community. The three quick response vehicles in the remote areas were included in this model to minimize ALS response time to remote areas of the County. Instead of adopting the entire implementation plan, the Board directed that the County Administrator first invite the City to make a proposal to provide the ALS function through the Tallahassee Fire Department (TFD). At that time, the Board expressed that this option should be explored but stressed that it in no way should delay the implementation of the County EMS program. With the amendment to invite a proposal from the City for ALS, the Board voted unanimously to approve the implementation schedule to create a County EMS department.

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On July 9, 2003 (the day after the County Commission meeting), the County Administrator sent a letter to the City Manager requesting a proposal from the City for ALS to be provided by TFD in the unincorporated area of the County (Attachment #3). Given the respective Commission's summer breaks, the latter asked that the proposal be received by the County by July 16th so that it could be placed on the July 22nd meeting agenda. Meetings between County and City staff began in August and tentative agreement on important service delivery and budget terms of the contract were quickly met at the staff level.

County staff awaited a proposal from the City and were told in October that there were several fire fighter union issues which had emerged that the City had to address. Among the issues, were pay, promotions and assignments related to performing the ALS functions for the County. The union conducted a vote on these issues on October 20 - 21 which resulted in the ability for the City to move forward with a proposal to the County. At the regular City Commission meeting of October 22, 2003, the City Commission considered this item and passed a motion which permitted staff to negotiate with the County for ALS First response to be provided in the unincorporated area of the County by TFD (Attachment #4).

Subsequent to this time, County staff has further evaluated the overall EMS system and has worked with City staff to develop a more refined approach.

Analysis:

As the Board is aware, the County has hired EMS Director Dan Moynihan. Mr. Moynihan brings a great wealth of knowledge to the County with decades of public and private sector experience in the design and management of highly performing EMS systems. His proven ability to design and continuously improve system efficiency and patient-focused care distinguished him from any other candidate that the County interviewed after a nation wide executive search.

Mr. Moynihan, in coordination with the EMS transition team, performed a thorough review of the County EMS model being considered. This review included response times and clinical objectives of the County EMS program countywide, including improving response times and patient care to the unincorporated areas of the County. A portion of the data reviewed is reflected in Table #1, Average Calls Per Hour. As reflected in the table, the County experiences an over 130% increase in calls during the peak hours of the day versus the lowest point. Graph #1 further refines this analysis and shows an hour by hour depiction of the average calls received.

As a result of this review it is apparent that the call volume experiences significant peak demand during certain times of the day. To address these peak times and to improve the transport response times to the rural areas of the County, the recommended model includes the following components:

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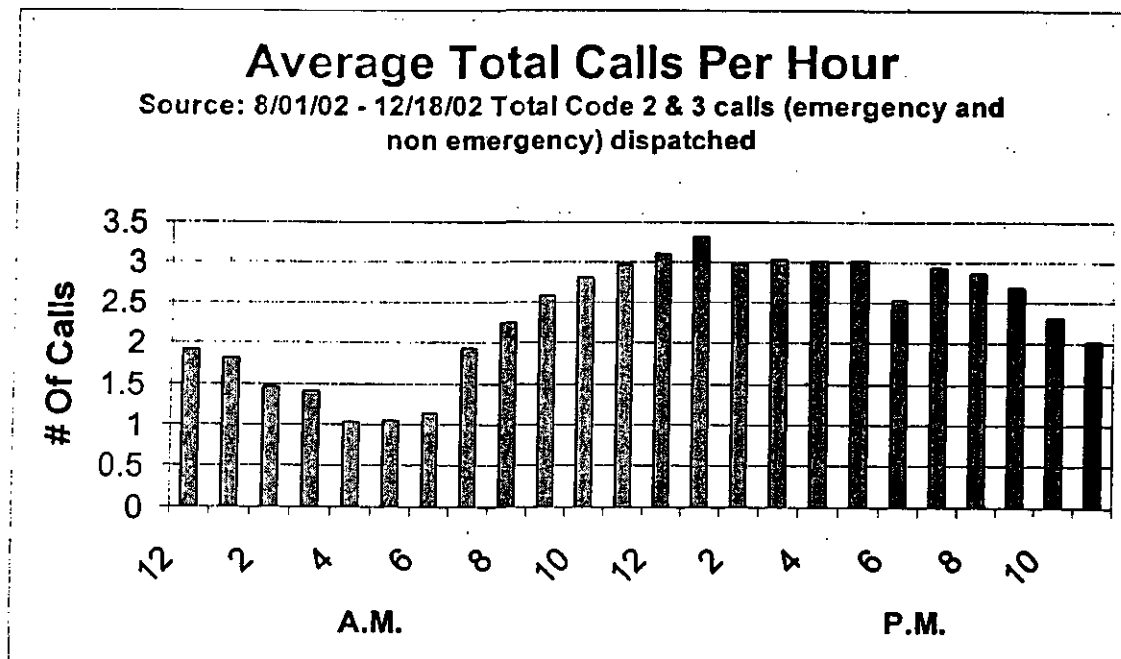
- 3 (three) 24hour/7day-a-week ambulances deployed at three County fire stations
- 3 to 7 peak-load ambulances deployed systemwide (with 12 hour shifts)
- 5 TFD ALS first response units deployed at City fire stations

Table #1: Average Calls per Hour

Time Period	# of Calls per Hour
1:00 AM to 6:59 AM	1.3
7:00 AM to 12:59 PM	2.6
1:00 PM to 6:59 PM	3.0
7:00 PM to 12:59 AM	2.5

Source: TMH 8/01/02 - 12/18/02 Calls Dispatched

Graph #1: Average Total Calls per Hour



The approach the County is recommending for the staffing deployment of ambulances is consistent with both local law enforcement agencies. Both the Leon County Sheriff's Office (LCSO) and the Tallahassee Police Department (TPD) utilize peakload staffing and deployment methods for their patrol units with the number officers increasing during times when services are most needed and decreasing during times of historically low activity.

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In both cases, shift schedules (10 and 12 hour shifts) and peakload staffing are utilized to increase efficiency and improve response time across the community. This approach is not exclusive to public safety agencies but rather is utilized extensively in the private sector to achieve maximum efficiency, reduce costs and remain competitive.

The following summarizes the various options that have been considered over the past several months. Option E listed below is the current recommended configuration.

A) June/July Original County Model (Board requested City to provide first response in place of this approach): \$560,000 - 3 Quick Response Vehicles deployed at County fire stations.

B) July/August 2003 City Original Proposal (withdrawn by City as not viable): \$611,801 first year cost - ALS First Response Station 15 (Bannerman Road) and 2 additional Unincorporated Stations. This proposal was withdrawn by the City as the result of union related staffing issues.

C) October 22, 2003 as approved by City Commission City New Option #1 Proposal: \$682,986 first year cost - ALS First Response Station 15, one County station and two stations located inside the city limits, as reflected in Attachments #4 and #5.

D) October 22, 2003 as approved by City Commission City New Option #2 Proposal: \$805,596 first year cost - ALS First Response Station 15 and two additional County Stations, as reflected in Attachments #4 and #5.

Proposals A through D above considered utilizing 5 24/7 fixed locations ambulances and 3 peakload ambulances.

E) November 4, 2003 recommended option for approval by the County Commission:

- 3 24/7 ALS transport units,
- 3 to 7 peak load ALS transport units (with the flexibility to utilize 12 hour shifts); and,
- 5 ALS TFD first responder units.

To reduce costs, this option provides that the County will purchase all necessary equipment and supplies in support of TFD on an on-going basis; previous proposals contemplated the County providing the funding to the City for these purchases. In addition, the City is better able to manage the allocation of paramedic positions at the City fire stations which will mitigate overtime costs. The net on-going cost difference is approximately \$15,000 less than the most recent City proposal ("C" above). The first year direct payment will be approximately \$357,000 for eight months. The County anticipates capital and supply costs to be \$310,000 for a total estimated cost of \$667,000. The annual on-going cost payment to the City will be approximately \$390,000 and the County will be responsible for an estimated \$20,000 in annual supply costs (this figure does not include insurance).

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A final consideration addresses the necessity for the County to have the capacity to hire part-time paramedics. The adopted budget includes overtime pay to support existing and part-time positions. However, until the County hired an EMS Director the County was unable to determine what the appropriate mix would be between overtime and part-time employees. Based on his current assessment, the Director is recommending 20 part-time positions be established to augment the permanent staff. This can be accomplished through the existing budgeted appropriation.

At the time of this writing, the Interlocal Agreement to effectuate option E had not been received from the City. Upon receipt of the Interlocal Agreement, as negotiated between the County and City staffs, staff will bring an agenda item for Board authorization to execute the agreement. Should the Interlocal Agreement received by the City be substantially different than the terms negotiated, staff requests that the Board provide direction to proceed with the implementation of the County EMS system as described in option E (without TFD ALS). Given this scenario, staff would recommend that the City be granted a Certificate of Need (CON) to provide ALS non-transport at such time that the City of Tallahassee desires to perform that service.

OPTIONS:

1. Authorize staff to finalize an Agreement with the City of Tallahassee for Option E, to be brought back for final Board approval.
2.
 - a. Direct staff to proceed with Option E (without TFD ALS) in the event an interlocal agreement can not be finalized with the City.
 - b. Issue the City a Certificate of Need (CON) at such time that the City desires to perform ALS service through TFD.
3. Authorize the creation of 20 part-time paramedic/EMT positions utilizing existing overtime appropriation.
4. Board Direction.

RECOMMENDATION:

Options #1 - #3

Attachments:

- #1 June 24, 2003 Agenda Item - Status Report on Emergency Medical Services (EMS) Negotiations with City of Tallahassee
- #2 July 8, 2003 Agenda Item - Approval of Implementation Plan and Budget for the County Emergency Medical Services (EMS) Department
- #3 July 9, 2003 Letter from the County Administrator to the City Manager
- #4 October 22, 2003 City Commission Agenda Item Update on Advanced Life Support ALS First Response Services/Discussion of Additional Options
- #5 City Summary of Proposed ALS New Options #1 & #2

Board of County Commissioners

Agenda Request

Date of Meeting: June 24, 2003
Date Submitted: June 18, 2003
To: Honorable Chairman and Members of the Board
From: Parwez Alam, County Administrator PA
Vincent S. Long, Assistant County Administrator VSL
Subject: Status Report on Emergency Medical Services (EMS) Negotiations with City of Tallahassee

Statement of Issue:

This item presents a report on the status of the Emergency Medical Services (EMS) negotiations with the City of Tallahassee.

Background:

On September 20, 2002, Tallahassee Memorial HealthCare, Inc., (TMH) announced that it would discontinue its ambulance and LifeFlight services in Leon County effective June 30, 2003. TMH stated that the hospital has been operating emergency medical services at a loss approximating \$1.6 million which could no longer be sustained.

On October 22, 2002, the Board held a workshop for a preliminary overview of EMS operations in Leon County. At the conclusion of this workshop, the Board authorized the Emergency Medical Services Advisory Council (EMSAC) to further study EMS issues and report to the Board with service provision and funding recommendations. The Board also directed staff to develop a Request for Proposal (RFP) for the provision of EMS services in Leon County.

On November 26, 2002, the EMSAC recommended the issuance of an RFP for EMS services for Leon County. The Board chose not to issue an RFP at that time, but rather directed that the EMSAC be expanded to include representation from the Tallahassee Fire Department, the Volunteer Fire Departments, TMH's Paramedic/Emergency Medical Technicians, and the Board of County Commissioners. The expanded EMSAC was directed to explore three models or any combination thereof. The models to be studied were: the hospital model; a County Model; and the Tallahassee Fire Department model.

The expanded EMSAC and its technical subcommittee met several times during the months of November 2002 through January 2003. The expanded EMSAC reported their findings and recommendations to the Board at the EMS Workshop on January 28, 2003. The recommendations of the EMSAC were as follows:

- The current level of emergency medical services is well within national standards.
- The County Administrator should negotiate with TMH and Tallahassee Community Hospital for the provision of EMS.

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- The County Administrator should consider the feasibility of a County-run EMS Department.
- The County Administrator should negotiate with the City of Tallahassee Fire Department for ALS First Response.
- EMS should be funded from current City and County revenues; however, if implausible, the Primary Healthcare MSTU should be considered as a dedicated funding source.
- Accept the recommendations of the EMSAC regarding system enhancements, at the Board's discretion, should the Board determine that enhancements are warranted.

On January 28, 2003 the Board directed staff to develop a contract with Tallahassee Fire Department for the provisions of EMS dispatch and ALS Medical and Transport services to the citizens of Leon County. Further, the Board directed that the County Administrator continue discussions with TMH for the provision of ground emergency medical transport services as an alternative should the development of a contract with the City proved unsuccessful.

On February 25, 2003, the Board approved, in cooperation with the City of Tallahassee, the retention of the Emergency Medical Services consulting firm of Fitch and Associates, LLC, for the development of a detailed business and program performance specifications - hereinafter referred to as the Consultants' Model (Attachment #1).

Note: A complete chronology of the events relating to EMS is included as Attachment #2.

Analysis:

On June 12, 2003, City and County negotiating teams met regarding the consultants' report and recommendations. The City Manager stated that City staff had reviewed the consultants' model and developed a list of provisions that would be necessary for the City to be interested in entertaining an EMS contract with the County (Attachment #3). The City's requested provisions and the County's response to these requests are contained in the following tables:

City Request	County Staff Response
Full cost recovery agreement - any costs incurred by City be fully compensated by the County	Fixed price, performance based agreement of \$8.1 Million (consultants' model) - budget of agreement was developed by consultants with the assistance of City staff
"True up" mechanism in agreement - City desires total recovery of any cost overages incurred on an annual "true up" basis	City's "true up" proposal makes budgeting for system very difficult - it is hard to budget for the unknown. Also, does not contemplate possible cost savings generated through the efficient operation of the program

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(TFD and City Human Resources Department). The City's requests as outlined above are incompatible with the principles of a performance based, accountable, and economically efficient EMS system. "Full cost recovery" or "trueing up" provisions are untenable: system design efficiencies are lost, cost shifting is encouraged, and costs to operate the system become impossible to predict and budget for appropriately. Finally, these additional costs as requested by the City will likely exceed revenues generated by the ½ mill that is proposed for the EMS MSTU.

If the Board decides to accept the City's full cost recovery and annual true-up proposal, the County's Director of Office of Management and Budget and the City's Director of Management and Administration have discussed a series of steps to implement this approach (Attachment #4).

However, the Board needs to be aware that in accepting the City's proposal the County will need to establish a reserve fund for next fiscal year to address the potential full cost recovery/true-up requirements. The establishment of this reserve will necessitate a millage rate in excess of the currently proposed 0.41 mills. Moreover, based on Attachment #4, the millage requirement will likely exceed the 0.5 mil-cap within three years.

Of further concern is that the City's requests do not consider the possibility of cost savings through the efficient operation of the program. The Chairman proposed that any savings generated through the efficient operation of the EMS program be used as follows: 25% of savings for EMS employee bonuses, 25% used by the City for EMS labor negotiations, and 50% of the savings be used by the County to establish a rate stabilization fund.

Should the Board wish to continue pursuit of an agreement with the City for the provision of EMS, staff recommends that the Board direct the County Administrator to convey the consultant's model as the appropriate EMS delivery system and include the "25-25-50" cost savings breakdown (as outlined above) as the final proposal to the City.

Tallahassee Memorial HealthCare, Inc.

Officials at Tallahassee Memorial HealthCare, Inc., have offered to extend ground EMS until December 31, 2003 at a rate of \$133,000 per month (Attachment #5). TMH has indicated a willingness to continue to provide EMS ground services long term should the City and County negotiations reach an impasse. Staff's preliminary analysis of this alternative indicates that EMS could be provided by TMH at a price less costly than the proposal currently being negotiated with the City. Should the Board wish to pursue an agreement for the long term provision of ground EMS with TMH, staff recommends the Board direct the County Administrator to formally request a proposal from TMH for continuation of EMS operations.

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City Request	County Staff Response
County to provide amount equal to total operating costs (approx. \$5.6 million) to be placed in a trust fund (alternatively, County could provide City a bond in this amount). The bond or cash trust will stay in place through the duration of the agreement. In addition, County to provide City monthly payments pursuant to the contract.	Payments made to City on monthly basis (consultants' model)
Outside Financial Audit - \$25,000	Ok. In addition, County is proposing a Cost of Service study on an annual basis.
Opt out provision in MSTU - City wants the ability to withdraw its consent of MSTU within 18 months	No opt out provision in MSTU - serious implications to entire EMS delivery system
<u>Additional Costs:</u> <ul style="list-style-type: none"> Increased insurance cost - additional \$125,000 to \$225,000 over consultants' budgeted amount Communications - additional \$80,000 for 1.0 FTE position in the radio shop City desires additional funds for training and supplies for VFDs (no dollar amount suggested) City desires capital funds to purchase all new ambulance vehicles at the onset of contract Additional funding for personnel replacement, recruitment and training (no dollar amount suggested) Seniority pay for paramedics - City feels that not enough money is in budget for this purpose (additional \$150,000) 	<u>\$8 Million per consultants' model sufficient</u> <ul style="list-style-type: none"> Insurance included in consultants' model \$225,000 sufficient Communications budget in model was developed by City Police/Fire communication staff County provides VFDs annual budget for training and supplies; per Fire Svcs. Agreement, City is responsible for VFD training Consultants model plans for County to purchase vehicles and lease to City; County maintains control of funds Consultants worked with City Fire staff in developing personnel budget. Budget was approved by City Fire and City HR. Consultants worked with City Fire staff in developing personnel budget.

The EMS Consultants have developed a highly efficient, performance based Emergency Medical System with a very generous five-year budget prepared with the input and assistance of City staff

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Options:

- (1) Authorize the County Administrator to convey the consultants' model and the "25-25-50" cost savings as the final proposal to the City Manager for City Commission consideration.
- (2) Direct County Administrator to request a proposal from TMH for continuation of EMS operations.
- (3) Authorize County Administrator to convey a proposal, (consultants' model as modified by the Board) to the City Manager for City Commission consideration.
- (4) Accept the City's full cost recovery/true up proposal and other requests (including implementation plan (Attachment #4)) and direct the County Administrator to finalize negotiations with the City Manager.
- (5) Direct County Administrator to cease negotiations with the City Manager and direct County Administrator to request a proposal from TMH for continuation of EMS operations.
- (6) Board Direction.

Recommendation:

Options 1 and 2.

Attachments:

1. Summary of Consultants' Model
2. EMS Chronology of Events
3. Summary of June 12, 2003 Negotiation Meeting with City
4. Financial Implementation Plan
5. June 13, 2003 Letter from TMH

PA/VL/JS/js

Consultants' Model Summary

All transport units utilized are Advanced Life Support (ALS) capable. The Staffing configuration for each of the units will be one (1) paramedic and one (1) Emergency Medical Technician.

- Response times are improved and contractually required. The recommended contract is not a level of effort agreement. Response time performance is required and penalties of \$10 per minute for each late response can be imposed if the City fails to perform.
- The number of ambulances on duty throughout the day is matched to peak with call demand patterns. With computer aided re-positioning of ambulances to match service request, both coverage and efficiency are optimized.
- Dispatch will be enhanced by the integration of people, processes and systems at the medical communication center. Certified emergency medical dispatchers will use computer assisted Advanced Medical Priority Dispatch System (AMPDS) medical protocol. These processes are tightly integrated with Tallahassee Fire Department resource deployment, coordination and supervision and include mapping, data, and GPS and radio system enhancements.
- The proposed system is a civilian full service paramedic transport system managed within the existing fire department command structure.
- The proposed system provides for System-wide medical Direction. The system features an arms-length relationship between the medical oversight functions and the provider of transport and medical services. Medical Direction and quality improvement processes are fully integrated between dispatch, first responders and ambulance personnel.
- Billing and collections and system oversight management functions are performed by the County. Production factors including dispatch and field operations are performed by the City. Accountabilities for performance are well defined. There are financial penalties for non-performance of either party.

Budget for Consultants' Model:

Option B: Enhanced ALS County First Response						
	2003/04	2004/05	2005/06	2006/07	2007/08	
Medical Oversight & Administration	\$ 300,000.00	\$ 312,000.00	\$ 324,480.00	\$ 337,459.00	\$ 350,958.00	
System Design	\$ 250,000.00					
Subtotal	\$ 550,000.00	\$ 312,000.00	\$ 324,480.00	\$ 337,459.00	\$ 350,958.00	
Billing & Collections	\$ 390,124.00	\$ 402,549.00	\$ 415,364.00	\$ 428,580.00	\$ 442,225.00	
Communications/ Dispatch						
Operations	\$ 377,486.00	\$ 392,585.00	\$ 408,289.00	\$ 424,620.00	\$ 441,605.00	
Start up (non-capital)	\$ 162,090.00					
Start (capital)	\$ 106,752.00					
Subtotal	\$ 646,328.00	\$ 392,585.00	\$ 408,289.00	\$ 424,620.00	\$ 441,605.00	
TFD ALS 1st Responder						
Operations (phase in)	\$ 198,641.00	\$ 602,832.00	\$ 1,420,549.00	\$ 1,471,494.00	\$ 1,536,495.00	
Start up (non-capital)	\$ 19,008.00	\$ 32,777.00	\$ 50,861.00			
Start-up (capital)	\$ 150,300.00	\$ 100,200.00	\$ 155,300.00			
Subtotal	\$ 367,949.00	\$ 735,809.00	\$ 1,626,710.00	\$ 1,471,494.00	\$ 1,536,495.00	
TFD ALS Ambulance Program						
Operations	\$ 4,596,108.00	\$ 4,779,953.00	\$ 4,971,151.00	\$ 5,169,997.00	\$ 5,376,797.00	
Start up (non-capital)	\$ 156,362.00					
Start up (capital)	\$ 1,150,000.00	\$ 1,150,000.00				
Capital Accrual	\$ 300,800.00	\$ 312,832.00	\$ 325,345.00	\$ 338,359.00	\$ 351,893.00	
Subtotal	\$ 6,203,270.00	\$ 6,242,785.00	\$ 5,296,496.00	\$ 5,508,356.00	\$ 5,728,690.00	
Total System costs	\$ 8,157,671.00	\$ 8,085,728.00	\$ 8,071,339.00	\$ 8,170,509.00	\$ 8,499,973.00	
Revenue	\$ 4,334,708.00	\$ 4,394,018.00	\$ 4,532,472.00	\$ 4,675,190.00	\$ 4,822,458.00	
Subsidy Required	\$ 3,822,963.00	\$ 3,691,710.00	\$ 3,538,867.00	\$ 3,495,319.00	\$ 3,677,515.00	

Medical Direction and Administration

At the County level will be the EMS System Medical Director with office support, an FTE for operations, and an FTE for the billing and collections function. The Medical Director is not to be an employee of the County, but a contracted agent of the County.

Consultants' Model
Summary
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Billing and Collections

Billing and collections to be contracted services in response to a County RFP bid process.

Communications/Dispatch

Communications/dispatch is to be performed with certified emergency medical dispatchers with computer assisted Advanced Medical Priority Dispatch System (AMPDS) medical protocols. These will be tightly integrated with Tallahassee Fire Department resource deployment, coordination and supervision.

TFD ALS Ambulance Program

This program expense assumes all new ambulance equipment and 24 hour staffing of the ambulance fleet. Start up capital is spread over the first two years of operation with a capital accrual for ambulance replacement.

Emergency Medical and Transport Services (EMS) - Chronology of Events

- September 20, 2002 - Tallahassee Memorial HealthCare, Inc., (TMH) announced that it would discontinue ground ambulance and Lifeflight air ambulance services in Leon County by June 30, 2003.
- September 24, 2002 - The Board of County Commissioners (BOCC) directed staff to schedule a workshop to discuss the future provisions of emergency ground and air transport services in Leon County. The BOCC directed:
- 1) that a request be filed with TMH to extend services to September 30, 2002.
 - 2) that a committee of surrounding county representatives, the City, the County, the Sheriff and TMH to consider air ambulance services in Leon County.
- October 22, 2002 - A BOCC Workshop was held on Provision of EMS in Leon County. The BOCC directed the EMS Advisory Council (EMSAC) to further study provision of EMS in Leon County and return to the Board by November 30, 2002 with recommendations. EMSAC is comprised of the following:
- County Administrator
 - City Manager
 - Administrator of TMH
 - Administrator of TCH
 - Emergency Medical Director of TMH
 - Emergency Medical Director of TCH
- November 7, 2002 County staff coordinated an Air Ambulance meeting between the EMSAC and representatives from surrounding counties to discuss the continuation of Air Ambulance service in the region. The EMSAC and surrounding county representatives continued to meet regularly through December 13, 2002 to discuss issues surrounding Air Ambulance.
- November 26, 2002 - EMSAC presented their recommendations to the BOCC during the regular Board meeting. EMSAC's recommendation was to issue an RFP for provision of EMS.
- The BOCC declined the recommendation and directed that the EMSAC be expanded to include representation from the following:
- Tallahassee Fire Department
 - Volunteer Fire Departments
 - TMH's Paramedics/EMTs
 - Board of County Commissioners

EMS - Chronology of Events

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The BOCC directed EMSAC to: 1) explore a hospital model; Tallahassee Fire Department to provide the services; and a County EMS Department; 2) consider program funding expense; 3) recommend a funding source; 4) ensure that current EMS personnel have first preference in hiring.

December 12, 2002

EMSAC met to review their charge and develop a work plan. After thorough discussion, EMSAC appointed a Technical Subcommittee to: 1) define the current level of EMS; and (2) define an enhanced level of service. Membership representatives on the Technical Subcommittee were:

TMH EMS Medical Director

TMH EMS Director

City of Tallahassee - Chief Fire Department

TMH EMS EMT/Paramedics

Volunteer Fire Departments

Current level of services was defined in terms of Response times and Fractile Reliability factors; training level of personnel; appropriateness of equipment; standards of care; and customer satisfaction.

December 16, 2002

The Technical Subcommittee reviewed and analyzed data collected on the above criteria. Response times and fractiles for the Remote areas of the Leon County were discussed as well as the utility of Advanced Life Support (ALS) in the City-managed County Fire Stations.

December 17, 2002

The Technical Subcommittee considered: 1) Response times and fractiles in the unincorporated areas of the County to include the Fire Station on Bannerman road; 2) an additional 24/7 ambulance to be located based on peak load demand and geographic area; 3) Medical direction at County Level; 4) fully integrated CAD for all EMS responders; 5) Analysis of current ambulance vehicle fleet; and 6) personnel.

December 19, 2002

The EMSAC received and reviewed the report of the Technical Subcommittee. The Technical Subcommittee reported: 1) that the current level of service by TMH EMS and Tallahassee Fire Departments response time and fractiles were well within national standards and the response time and fractiles of other Florida jurisdictions of similar size and geography; 2) that ALS non-transport capability be considered for the City-managed County fire stations.

EMS - Chronology of Events

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- including Bannerman Road; and 3) one additional 24/7 ambulance be available and located based on peak load call demand and geographic area.
- January 3, 2003 - EMSAC finalized its discussions and findings for a report to the BOCC.
 - January 14, 2003 - EMSAC reviewed and approved its report to the BOCC.
 - January 28, 2003 - EMSAC submits its Findings and Final Recommendation to the Board during a Workshop. Board directed staff to develop a contract with TFD for the provisions of EMS dispatch and ALS Medical and Transport services.
 - February 11, 2003 - During this regular BCC meeting, the Board ratified the actions taken at the January 28, 2003 Workshop and directed staff to contract for the services of an EMS Medical Director, prepare RFPs for EMS Billing/Collections and Air Ambulance Services.
 - February 25, 2003 - The Board approved, in cooperation with the City of Tallahassee, the retention of the EMS Consulting firm selected by the City, Fitch and Associates, LLC for the development of detailed business and program performance specifications.
 - March 25, 2003 - During a workshop on EMS Funding Alternatives/Elimination of the Fire MSTU, the Board voted to continue to evaluate municipal marketing revenues as an EMS funding alternative, to draft an ordinance and schedule a public hearing to establish an independent EMS MSTU and work with the City to develop a concurrent ordinance, and explore other first year funding alternatives.
 - March 26, 2003 - A Steering Committee was created to work with Fitch and Associates in the development of a detailed business and program performance specifications. The Steering Committee comprised the following :
 - The City Manager
 - The Assistant City Manager
 - The County Administrator
 - The Assistant County Administrator
 - The County Director of Health and Human Services
 Also participating on the Steering Committee as required were: City Finance Director and County Director of Budget and Management.

EMS - Chronology of Events

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March 27, 2003 through
May 23, 2003 -

In addition to the Steering Committee, the Consultants worked with the following City and County personnel: City Fire Department; City Police Communications Department; City Attorney's office; City Personnel office; City Risk Management office; and City Labor Relations office. County Office of Budget and Management; County Attorney's office and Director of Health and Human Services.

April 28, 2003 through
May 16, 2003 -

A Selection Committee comprised of representatives from TFD, TMH Paramedics and County Administration reviewed the proposals submitted for the Invitation to Negotiate for Air Ambulance Services and selected Air Methods with whom to pursue contract negotiations.

May 22, 2003 -

A Selection Committee comprised of representatives from TFD, TMH Paramedics and County Administration reviewed the proposals submitted for the Invitation to Negotiate for EMS Medical Direction and selected Dr. Escobar with whom to pursue contract negotiations.

May 27, 2003 -

Consultants present recommendations to the Board during a workshop. The BOCC authorized the scheduling of a public hearing for June 10, 2003 for establishing a EMS MSTU with a maximum millage rate of ½ mill and accepted the EMS consultant's report with Option B: Advanced Life Support First response as the desired level of service. The BOCC directed the County Administrator to finalize a performance-based contract with the City of Tallahassee for the provision of EMS services.

May 28, 2003 -

Consultants present recommendations to the City Commissioner during their regular meeting. The Commissioners directed the City Manager to "go forward with negotiating a contract with the County as discussed for the provision of EMS."

The Commission suggested that the City Manager convey to the County Administrator the City's desire to establish an appropriate payment process for a shared venture in which neither government made a profit from the other while the County provided the funding and the City provided the service on a full cost recovery basis, and that extra time be allowed for the City to get prepared to offer the services.

The Commission also authorized the City Manager to proceed with concurrent negotiations towards closing the perceived \$1 million financial gap in the current City-County Fire Services Agreement.

EMS - Chronology of Events

Page 5

June 18, 2003

The County is in full compliance with the Fire Services Agreement and has made all payments in accordance with the agreement.

During this meeting, the City also scheduled the Public Hearing to consent to the inclusion of the Emergency Medical Services Municipal Service Taxing Unit (MSTU), subject to termination provisions, for June 11, 2003.

May 29, 2003 - Prompted by discussions with the City, County staff began discussions with TMH regarding extension of EMS operation through December 31, 2003.

June 10, 2003 - BOCC ratified actions of the May 27, 2003 EMS Workshop. Also on this date, the BOCC held a public hearing on the proposed EMS MSTU and authorized ordinance, with the maximum millage rate in the ordinance to be set at 0.5 mills.

June 11, 2003 - The City Commission held a public hearing on the proposed EMS MSTU and tabled the issue for further discussion.

June 12, 2003 - County Administrator, Assistant County Administrator, Director of Budget and Management, Representative of County Attorney's office, and Director of Health and Human Services met with the City Manager, Assistant City Manager, City Attorney and City Finance Director. The City outlined their concerns in the EMS Consultants contract and performance specifications and put a number of proposals on the table (see attached).

The County administrator emphasized that savings generated by the City's efficient operation of the EMS program should be shared between the City and County as follows: fifty (50 %) per cent to the County for a rate stabilization fund; fifty (50%) per cent to the City; twenty five percent (25%) for EMS employee bonuses and twenty five (25%) for EMS union employee rate increases.

June 13, 2003 - Staff received formal letter from TMH agreeing to extend provision of EMS through December 31, 2003 (Attachment #5).

BOARD OF COUNTY COMMISSIONERS

MEMORANDUM

DATE: June 16, 2003
TO: Board of County Commissioners
THROUGH: Parwez Alam, County Administrator
Vincent S. Long, Assistant County Administrator
FROM: Joe Sharp, Director Health and Human Services
SUBJECT: June 12, 2003 EMS Meeting with City

Leon County Emergency Medical and Transport Services contract negotiations sessions with City of Tallahassee June 12, 2003.

The meeting began at 9:00 AM in the County Administrator's Conference Room. Representatives of the City of Tallahassee in attendance were: Anita Favors, City Manager, Tom Coe, Assistant City Manager, James English, City Attorney, and Dave Reid, Director of Management and Administration. Representing Leon County were: Parwez Alam, County Administrator, Vincent S. Long, Assistant County Administrator, Alan Rosenzweig, Director of Office of Management and Budget, Cherry Shaw, County Attorney's office and Joe Sharp, Director of Health and Human Services.

Ms. Favors stated that her staff had reviewed the Consultants' specifications and developed a list of provisions necessary for the City to be interested in entertaining a contract with the County. Ms. Favors outlined the following provisions:

- (1) The City stipulates that the EMS agreement be a "full cost recovery" agreement. Any cost incurred by the City in the performance of the agreement shall be fully compensated by the County.

Note: EMS system is designed as a fixed price, performance based system. Price to the City was developed by City personnel working with the EMS Consultants. A full cost recovery provision abrogates the intent that the provider of EMS services be financially responsible for the cost of the program. The specifications designed by the Consultants insulate the City from any increases in the City's cost of operation due to changes in Medical Protocols and supply requirements.

- (2) That any EMS Agreement must include a mechanism to "true up" City cost. City desires total recovery of any cost incurred in the performance of this agreement to be on an annual "true up" basis.

Note: Mr. Alam suggested that any "true up" proviso include the "trueing up"

of any savings the City might generate through the efficient operation of the program. It was suggested, as discussed by the Mayor and the Chairman, that 25% of such savings be used for EMS employee bonuses and that 25% per cent be used by the City for EMS labor negotiations and that 50% of savings be used by the County to establish a rate stabilization fund.

- (3) Term of the EMS Agreement must be concurrent with the current Fire Services Agreement which terminates in 2008.
- (4) City requires full payment of first year cost paid in advance. City requires the establishment of a trust to be fully funded to an amount sufficient for the first year cost. Upon withdrawal of the First Year's funding to City, the trust would serve as a "collections account" for EMS and MSTU revenues to fund the second years' operations. The trust would continue in this manner for the length of the agreement. Note: Under this proviso, County funds would go into "trust" and County would not have the control of the funds.
- (5) The City also outlined the following costs to be added to do the program:
 - a) Insurance: Consultants have \$225,000 in budget. City officials feel that \$350,000 to \$450,000 is a more appropriate figure.
Note: Consultant budget amount was based on the actual cost of insurance.
 - b) Communications: Tallahassee Fire Department feels they will need another \$80,000 FTE position in the Radio Shop to maintain radios.
Note: Communications budget was developed by City Police/Fire communication personnel.
 - c) Outside Financial Audit: City feels that program needs an annual financial audit at \$25,000 per year.
Note: County proposed a Cost of Service Study as suggested by the Mayor. The specifications include a cost of service study every five years; County proposes every year.
 - d) Volunteer Fire Departments: City states additional funds are necessary for cost of training and supplies for the Volunteer Fire Departments. No specific cost provided.
Note: County provided VFD's with an annual operating budget for training. Fire Services Agreement provides that City is responsible for VFD training requirements.
 - e) City requires that County provide capital funds for the City's purchase of Ambulance vehicles. City desires that all vehicle be purchased new at the outset of the contract.
Note: Consultant specifications plan for County to purchase Ambulance

County/City EMS Contract Meeting
Meeting Notices
Page 3
June 12, 2003

equipment and lease to City. Under this arrangement County maintains control of funds for a longer period of time.

- f) City finds funds allocated in current budget are insufficient for personnel replacement, recruitment and training and will request additional funding for these purposes.

Note: Consultants worked with City Fire Department in developing current budget. Current budget amount was satisfactory to City Fire Department and City Human Resources Department.

- g) City requires seniority pay for paramedics. Not enough money is in current budget for this purpose; City will need an additional \$150,000. No monies allocated for proper calculation of entry level salaries and unionization.

Note: Current budget created by City Fire Department and Consultants.

- h) Other Provisions:

- (1) City requires current TMH EMS Personnel to pass all Fire Department (Firefighter Standards) and other basic requirements.
- (2) City expressed concern with Response Time requirements within the City Limits and attendant penalties when failed to meet requirements. City will provide preferred performance details for within the city zone at a later date.

City negotiators also indicated that City wanted an opt out provision in the MSTU to the extent that the City could withdraw its consent within eighteen (18) months.

Mr. David Reid and Mr. Alan Rosenzweig are to meet to work out the detail of the "truing up" process and establish a process for establishing reasonable costs.

PA/VSL/js



**Tallahassee Memorial
HealthCare**

June 13, 2003

Duncan Moore, FACHE
President/CEO

1300 Miccosukee Road
Tallahassee, Florida 32308

850 431-5380
850 431-5883 Fax

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Mr. Parwez Alam, County Administrator
Board of County Commissioners
Leon County Courthouse
301 North Monroe St.; 5th Floor
Tallahassee, Florida 32301

Attention: Mr. Joe Sharp

Dear P.A.:

I read with interest in the morning paper the announcement that TMH had agreed to an extension for our ground ambulance service. Since our discussions have been only quasi official and have not been committed to writing I thought it would be best that you be provided documentation of our agreement.

Accordingly, Tallahassee Memorial HealthCare hereby agrees to the request of the Leon County Commission to continue the operation of the ground ambulance for a three-month period beginning October 1, 2003. The charge to Leon County for this service will be \$133,000 per month. This figure is based on our average monthly loss of \$116,000. An additional \$17,000 per month is added which will enable TMH to provide EMS employees who remain with the service for the additional three months a \$500.00 retention bonus at the end of the extension period. Please plan to pay TMH promptly on the last day of each month.

I suggest that one technical detail needs to be addressed. Our Certificate of Public Convenience and Necessity will need to be extended by the county through the end of this period. I suspect that this can be done by simple resolution on the part of the Leon County Commission.

Sincerely,

Duncan Moore

DM/wm

c: Ed Carney, M.D.
Mr. William Giudice
Mr. Richard A. Zyski
Mr. Bobby Bailey

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VHA
Member of the Voluntary
Hospitals of America (VHA)
System

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Board of County Commissioners
Agenda Request

Date of Meeting: July 8, 2003

Date Submitted: July 1, 2003

To: Honorable Chairman and Members of the Board

From: Parwez Alam, County Administrator *PA*
Vincent S. Long, Assistant County Administrator *VSL*
Alan Rosenzweig, Director, Office of Management and Budget *ARB*

Subject: Approval of Implementation Plan and Budget for the County Emergency Medical Services (EMS) Department

Statement of Issue:

This item presents the tentative implementation plan and budget for the County Emergency Medical Services (EMS) Department.

Background:

On June 24, 2003, the Board voted unanimously to create a County-run Emergency Medical Services (EMS) Department to provide emergency medical and transport services to the citizens of Leon County. The Board further directed staff to return with an implementation plan and proposed budget for this Department.

On June 25, 2003, the City Commission passed the EMS Municipal Services Taxing Unit (MSTU) and associated ordinance to fund the EMS Program. However the City Commission stipulated that the ordinance shall be in place for only one year (the Board previously adopted the EMS MSTU ordinance on June 10, 2003).

Analysis:

The successful transition of the EMS to the County by January 1, 2004 requires a detailed plan of action which includes achieving important milestones by specific dates. Included in the Board's action of June 24, 2003, was the direction that staff bring back a time line by which implementation will take place, and a tentative budget for provision of these services. A detailed time line of actions is included as Attachment #1. Several of the components of the EMS system which warrant further explanation are presented here for Board information and consideration.

Employees / Staffing

There are many important issues to consider to ensure a successful transition of this critical function to the County. A very important factor in this transition, of course, is the existing emergency medical employees working for TMH. As per Board direction, the current staff of TMH's EMS will be afforded preferential hiring as the County builds their department. Staff has every assurance that

Agenda Request: Approval of Implementation Plan and Budget for the County Emergency Medical Services (EMS) Department
July 8, 2003
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a County-run EMS department will be very appealing to these and other skilled and qualified emergency medical professionals. In addition, however, it is important to note that TMH has offered their current EMS employees several very attractive options should they continue their employment with TMH until the transition of EMS to the County. These options include early retirement incentives, clinical education courses (at Tallahassee Community College or Lively Technical College) paid for by TMH, placement in another TMH position comparable to current job and salary, and upon discontinuation of TMH EMS, a severance package that includes one week of pay for each year of service and payment of accrued leave at 100% accumulation.

The staffing of the County EMS Department will be predicated on the staffing analysis contained within the Consultants' Model which are based on state and national best practices. Final information regarding the pay grades and salary schedules for County EMS employees is not yet available. This information will be disbursed to the Board when it becomes finalized.

Preliminary Budget for EMS Department

As reflected in Attachment #2, the County is recommending an enhanced deployment model consisting of five 24/7 ambulances, three peak load staffing ambulances and three quick response vehicles (QRVs) in the rural areas of the community. The County model includes funding all of the start-up capital equipment needs in FY03/04, as opposed to amortizing the costs over a number of years.

The enhancement to purchase more capital in the first year will require the levying of 0.50 mills in FY03/04. By virtue of the City Commission only authorizing the Municipal Services Taxing Unit (MSTU) for one year, the County is being forced to deal with an uncertain revenue stream for the subsequent budget cycles. By levying the 0.50 mills in FY03/04, an estimated millage of 0.20 could be experienced in FY04/05 and decreased to 0.16 in FY07/08.

The projected millage requirements of the County compare favorably with the Consultants' Tallahassee Fire Department (TFD) Model. Under the Consultants' TFD Model the millage requirement would be 0.44 in FY04/05 compared to the 0.20 for the County.

The County model reflects over \$1.5 million in savings versus the City TFD Model (Attachment #3). The savings are reflected in staffing and operating costs of dispatch, system administration and overall operational costs. In addition, the City TFD Model contemplates all new equipment and vehicles, whereas the County's recommended model contemplates acquisition of some of TMH's existing assets.

In order to allow for the County to proceed with the development of a County run EMS, a budget amendment is recommended realigning \$50,000 from the General Fund Contingency (Attachment #4). These funds will be used to support advertisement and recruitment efforts. The funds will be repaid from the EMS Fund during next fiscal year.

Sheriff's Department Dispatch

The County EMS function contemplates utilizing the Leon County Sheriff's Office for countywide dispatch. Preliminary discussions are ongoing with representatives of the Sheriff's Office for the transition of EMS dispatch by November 30, 2003. Staff shares the confidence of the Sheriff's Office that they can provide a high quality dispatch function for EMS and do so within the budgetary parameters presented in Attachment #2. The dispatch by the Sheriff's Office will reduce costs by \$219,000 over the Consultants' TFD Model.

EMS Fleet and Equipment

As the County's EMS transition plan moves forward, the process by which ambulance vehicles and equipment will be acquired is also being addressed. To fulfil the equipment and vehicle requirements, staff will evaluate both new purchases and the acquisition of existing TMH equipment. Important discussions have already taken place with TMH, as well as the County's Purchasing and Fleet Management Directors regarding the acquisition of vehicles and equipment and the transition of ambulance vehicles into the County's Fleet Management Program.

Billing and Collections

As previously presented to the Board, the Consultant found that the County could achieve a higher rate of success in the area of bill collections than TMH experienced. The Consultant found that TMH operated a 37% collections rate. The preliminary budget for County EMS contemplates a 42% collections rate. A Request for Proposals (RFP) for the contracting of the EMS billing and collections functions is currently being finalized. An agenda item seeking Board authorization to release this RFP will be brought to the Board at the July 22, 2003 meeting.

Extension of TMH Services

On June 13, 2003, the County Administrator received a formal letter from TMH agreeing to extend the provision of TMH EMS through December 31, 2003 at a cost of \$133,000 per month (Attachment #5). In order to formalize this agreement, staff is requesting Board approval on the attached contract for this extension (Attachment #6). The contract as drafted provides for early termination should the County EMS Department be operational before December 31, 2003.

At the June 19, 2003 Emergency Medical Services and Transport Advisory Council (EMSAC) Meeting, the Council voted to recommend extension of TMH's Certificate of Public Convenience and Necessity (COPCN) through December 31, 2003. An agenda item requesting Board approval of the extension of the COPCN will come before the Board on July 22, 2003.

ALS First Response Provided by Tallahassee Fire Department

Should the Board wish to have TFD provide Advanced Life Support (ALS) services in those instances where qualified TFD personnel arrive on an emergency scene, TFD would need to make application for such authority to the EMSAC for a COPCN. Staff would recommend this action and would facilitate a meeting of the EMSAC to review the EMS Ordinance, the TFD and TMH EMS

Agenda Request: Approval of Implementation Plan and Budget for the County Emergency
Medical Services (EMS) Department
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medical protocols, the County/City Fire Services Agreement, and the TMH EMS/TFD Mutual Aid Agreement. The EMSAC would report their recommendations to the Board.

Options:

- 1) Accept the EMS implementation time line and budget as presented, and authorize the County Administrator to proceed with the activities as noted.
- 2) Authorize the Chairman to sign and execute the agreement for the extension of TMH EMS through December 31, 2003.
- 3) Approve attached budget amendment request in the amount of \$50,000 for recruitment and advertising efforts, and authorize this activity.
- 4) Authorize the procurement activity of capital equipment.
- 5) Provide Staff Other Direction.

Recommendation:

Option 1, 2, 3 & 4.

Attachments:

- #1: EMS Time Line
- #2: Comparison of EMS Models & 5 Year Proforma
- #3: Cost Savings Analysis
- #4: Budget Amendment
- #5: June 13, 2003 Letter from TMH
- #6: TMH Extension Agreement

MILESTONES COMPLETED TO DATE:			
Task	Start Date	End Date	Authority
TMH announces intention to discontinue EMS services	-	9/20/02	TMH
Board Workshop to review existing EMS system/ creation of EMS Advisory Council (EMSAC)	-	10/22/02	BOCC
Board Expands EMSAC membership/directs them to study multiple EMS models	-	11/26/02	BOCC
Repeated meetings held to identify best EMS model for Leon County	11/26/02	1/27/03	EMSAC
Board Workshop to review EMSAC findings and recommendations. Board directs staff to develop contract with TFD for EMS	-	1/28/03	BOCC
Board approves retention of Fitch Group for development of business plan for TFD.	-	2/25/03	BOCC
Board holds public hearing, adopts ordinance creating EMS MSTU.	-	6/11/03	BOCC
County and City staff meet to review Consultants Report and negotiate County/City Contract for EMS	6/12/03	6/23/03	County Administrator/ City Manager
Board directs staff to create County-run EMS/Directs staff to issue RFP for TMH to continue EMS through December 31, 2003.	-	6/24/03	BOCC
City Commission Approves County-wide EMS MSTU for one year period	-	6/25/03	City of Tallahassee Commission

**TIME LINE OF FUTURE MILESTONES FOR PROGRAM
IMPLEMENTATION BY JANUARY 1, 2004**

Task	Start Date	End Date	Authority
BUDGET ISSUES:			
Submit tentative EMS timeline and FY 03/04 budget plan to Board	6/26/03	7/8/03	County Administrator
Lock MSTU maximum millage rate	7/8/03	7/22/03	BOCC
Set MSTU millage rate	9/16/03	9/23/03	BOCC
PERSONNEL:			
Research paramedic salary/ complete salary survey	6/26/03	7/31/03	County Administrator
Publish paramedic advert.	7/1/03	7/31/03	County Administrator
Intv'w/Hire paramedic/EMT	8/1/03	12/1/03	County Administrator
Secure EMS Director	6/24/03	8/15/03	County Administrator
Secure Operations Director	6/24/03	8/15/03	County Administrator
Secure Medical Director	4/22/03	10/1/03	County Administrator
Secure Administrative Manager	6/26/03	10/1/03	County Administrator
Secure Human Resources Analyst	6/26/03	8/15/03	County Administrator
LEGAL/TECHNICAL:			
Update ordinance for new EMS model	10/1/03	11/31/03	County Attorney and County Administrator
Apply state EMS permit	10/1/03	12/1/03	County Administrator
Apply Medicare provider	7/15/03	10/1/03	County Administrator
Apply Medicaid provider	7/15/03	10/1/03	County Administrator
EMS ADMINISTRATIVE:			
Develop EMS operations model	6/26/03	9/1/03	County Administrator
Develop EMS administrative plan	6/26/03	11/1/03	County Administrator

Task	Start Date	End Date	Authority/Attachment #
Prepare RFP for Billing/Collections (B/C)	7/22/03	8/25/03	County Administrator
Issue RFP for Billing/Collections	-	8/26/03	BOCC
Select firm for B/C, direct staff to negotiate contract	-	9/23/03	BOCC
Negotiate contract for B/C	9/23/03	10/14/03	County Administrator
Approve contract for B/C	-	10/14/03	BOCC
Implementation B/C	10/14/03	12/31/03	County Administrator
FACILITIES/FLEET:			
Finalize space plan	6/26/03	8/15/03	County Administrator
Secure EMS HQ space	7/15/03	10/15/03	County Administrator
Secure medical storage area	7/15/03	10/15/03	County Administrator
Secure "EMS Post" space	7/15/03	12/15/03	County Administrator
Secure fleet space for vehicles, ambulances, etc.	7/15/03	10/15/03	County Administrator
Develop plan for fleet maintenance	6/26/03	7/31/03	County Administrator
Negotiate purchase of TMH vehicles/equipment	7/1/03	10/14/03	County Administrator
Approve purchase of TMH vehicles/equipment	-	10/14/03	BOCC
Purchase new ambulances/vehicles	7/1/03	ongoing per replacement schedule	County Administrator
COMMUNICATIONS:			
Sheriff's Office to determine MIS needs	6/26/03	7/1/03	Leon County Sheriff's Office (LCSO)
Interview/hire Dispatchers	9/1/03	12/15/03	LCSO
Evaluate/purchase TMH communication equipment	7/1/03	10/14/03	LCSO
Approve purchase of TMH communication equipment	-	10/14/03	BOCC
Complete MIS operational plan for Communications	6/26/03	7/31/03	LCSO

Comparison of EMS Models

	Consultant Model (5/4)	City Additions	Total City Model (5/4)	County Model (5/4)	Enhanced County Model (5/3/3)	FY03/04 Total Recommended County Model (5/3/3)	FY04/05 County Model
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1 <u>Medical Oversight & Admin.</u>	300,000		300,000	225,487	225,487	225,487	207,252
2 <u>System Design</u>	250,000		250,000	250,000	250,000	250,000	-
3 subtotal	550,000		550,000	475,487	475,487	475,487	207,252
4 <u>Billing & Collections</u>	390,124		390,124	390,124	390,124	390,124	409,630
<u>Communications/Dispatch</u>							
5 Operations	377,486		377,486	249,138	249,138	249,138	256,612
6 Start-up (non-capital)	162,090		162,090	71,500	71,500	71,500	-
7 Start-up (capital)	106,752		106,752	106,762	106,762	106,762	-
8 subtotal	646,328		646,328	427,400	427,400	427,400	256,612
<u>ALS Ambulance/1st Responder Program</u>							
9 Operations	4,794,749	655,000	5,449,749	4,863,727	5,225,596	5,225,596	5,382,364
10 Start-up (non-capital)	175,370		175,370	149,156	149,156	149,156	-
11 Start-up (capital)	1,300,300		1,300,300	675,000	675,000	2,110,000	-
12 Capital Accrual	300,800		300,800	300,800	300,800	300,800	309,824
13 subtotal	6,571,219	655,000	7,226,219	5,988,683	6,350,553	7,785,553	5,692,188
14 <u>Total System Costs</u>	8,157,671		8,812,671	7,281,694	7,643,564	9,078,564	6,565,682
15 <u>Revenue</u>	4,334,708		4,334,708	4,334,708	4,334,708	4,334,708	4,551,443
16 Subsidy Required	3,822,963		4,477,963	2,946,986	3,308,856	4,743,856	2,014,239
17 Millage Rate	0.41		0.48	0.31	0.35	0.50	0.20

Notes:

- (a) Consultants' Model: Option B from five year financial proforma. 5 24/7 ambulances, with 4 peak load ambulances.
- (b) City Additions: Pursuant to negotiations, additional funding requirements per the City of Tallahassee. 5 24/7 ambulances, with 4 peak load ambulances.
- (d) County Model: Funding requirements to operate a County run EMS. 5 24/7 ambulances, with 4 peak load ambulances.
- (e) County Enhanced Model: 5 24/7 vehicles, 3 peak load vehicles and 3 24/7 quick response vehicles.
- (f) FY03/04 Total Recommended County Model: County run model as identified in (e) and additional capital outlay purchases to mitigate future one-time capital needs.
- (g) FY04/05: Projected total cost and revenue requirements for FY04/05.

5 Year Proforma Subsidy: Comparison of ALS First Response Models

	FY03/04	FY04/05	FY05/06	FY06/07	FY07/08
1 ALS First Response (Consultant TFD Model)	3,822,963	3,691,710	3,538,867	3,495,319	3,677,515
2 City Additions	<u>655,000</u>	<u>674,650</u>	<u>694,890</u>	<u>715,736</u>	<u>737,208</u>
3 Total Consultant TFD Model	4,477,963	4,366,360	4,233,757	4,211,055	4,414,723
4 County Model	3,308,856	2,389,239	2,358,637	2,322,566	2,280,634
5 County Enhanced Recommended	4,743,856	2,014,239	1,983,637	1,947,566	1,905,634
6 Millage Rate Consultant TFD Model	0.48	0.44	0.40	0.38	0.37
7 Millage Rate County Model	0.35	0.24	0.22	0.21	0.19
8 Millage Rate County Enhanced Recommended	0.50	0.20	0.19	0.17	0.16

Notes:

- a) Schedule compares "Option B: Enhanced ALS County First Response" analysis from consultants' report to County Models.
- b) Schedule shows the estimated subsidy required for each model.
- c) County Model includes capital funding amortized over five fiscal years.
- d) County Enhanced Recommended assumes initial capital outlay funding completed in FY03/04.

Cost Savings:

- City model: 10 new positions for dispatch and extraordinary overtime, total 1st year \$646,328
- County model: 6 new positions for dispatch with Sheriff and reasonable overtime, total 1st year cost \$427,400, savings of \$218,928
- City model: \$360,000 for "city overhead" no specifics provided
- County model: Additional position for Human Resources first year (future year impacts to be determined); first year savings \$318,331
- City model: additional communications position \$80,000
- County model: additional position not needed, savings of \$80,000
- City model: additional \$300,000 in salary needed above requirements identified in consultant report
- County model: additional salary not required, savings of \$300,000
- City model: assumes all new equipment day one
- County model: purchase and utilize some of TMH's assets (est. savings first year \$475,000)
- City model: 2 additional mechanics and additional funding for supervisor staff at the garage
- County model: 1 additional mechanic, savings \$57,450

Total savings County model:

Dispatch	\$218,928
City Overhead	\$318,331
Communications Position	\$80,000
Additional Salary	\$300,000
Acquire TMH Equipment	\$475,000
One Mechanic	\$57,450
Overtime	\$81,268
Total	\$1,530,977

BUDGET "OPERATING" CONTINGENCY RESERVES CONTINGENCY FUND UPDATE (FY 2002/03)			
GENERAL FUND 001-990-59900-599			Beginning Balance: \$480,859.00
NO.	CC APPROVAL DATE	AMENDMENT TITLE	BALANCE
1	24-Sep-02	Additional Funding for State Lobbying Services (001-114-53400-512)	\$30,000
2	10-Dec-02	Additional Funding for Animal Shelter Contract	\$93,311
4	10-Dec-02	Bethel Towers	\$75,000
5	10-Dec-02	Fallschase Appraisals	\$60,000
6	14-Jan-03	Thomas Chatfield & Luke Lazenby	\$2,000
7	28-Jan-03	Ryan Gregory	\$1,000
9	25-Feb-03	Fairgrounds Market Feasibility Study	\$55,000
10	8-Apr-03	Disc Village	\$37,500
11	29-Apr-03	Tallahassee Urban League	\$1,000
12	13-May-03	Bid Award for Demolition Services	\$4,400
13	24-Jun-03	Unemployment Insurance	\$11,975
14	24-Jun-03	BL Perry Branch Library (5) Computers	\$6,150
15	22-Jul-03	EMS Preliminary Recruitment and Advertising	\$50,000
16			
17			
18			
19			
20			
21			
22			
<i>*Bold, Italic Items are pending Board Approval</i>			
USAGE TO DATE (TOTAL AMENDMENTS)			<u>\$427,336.00</u>
ENDING BALANCE			53,523.00
END BALANCE AS % OF BEGIN BALANCE			11%
USAGE BALANCE AS % OF BEGIN BALANCE			89%

**Tallahassee Memorial
HealthCare**

June 13, 2003

Attachment # 1
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Mr. Parwez Alam, County Administrator
Board of County Commissioners
Leon County Courthouse
301 North Monroe St.; 5th Floor
Tallahassee, Florida 32301

Attention: Mr. Joe Sharp

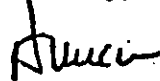
Dear P.A.:

I read with interest in the morning paper the announcement that TMH had agreed to an extension for our ground ambulance service. Since our discussions have been only quasi official and have not been committed to writing I thought it would be best that you be provided documentation of our agreement.

Accordingly, Tallahassee Memorial HealthCare hereby agrees to the request of the Leon County Commission to continue the operation of the ground ambulance for a three-month period beginning October 1, 2003. The charge to Leon County for this service will be \$133,000 per month. This figure is based on our average monthly loss of \$116,000. An additional \$17,000 per month is added which will enable TMH to provide EMS employees who remain with the service for the additional three months a \$500.00 retention bonus at the end of the extension period. Please plan to pay TMH promptly on the last day of each month.

I suggest that one technical detail needs to be addressed. Our Certificate of Public Convenience and Necessity will need to be extended by the county through the end of this period. I suspect that this can be done by simple resolution on the part of the Leon County Commission.

Sincerely,



Duncan Moore

DM/wm

c: Ed Carney, M.D.
Mr. William Giudice
Mr. Richard A. Zyski
Mr. Bobby Bailey

DRAFT

AMBULANCE SERVICE AGREEMENT

By and between

LEON COUNTY, FLORIDA

and

AMBULANCE SERVICE AGREEMENT

This Agreement for Advanced Life Support and Ambulance Services made this October 1, 2003, between Tallahassee Memorial Healthcare, Inc., with its principle place of business at 1300 Miccosukee Road, Tallahassee Florida 32308 ("Contractor"), and Leon County, Florida, a charter county government, providing emergency medical services within the geographic boundaries of Leon County, Florida ("County").

ARTICLE I THE AGREEMENT

SECTION 101. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the parties hereto, with respect to the provision of Advanced Life Support (hereinafter ALS) and ambulance transport services in Leon County.

SECTION 102. COOPERATION

The parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. DOCUMENT

This Agreement constitutes the entire ALS and Ambulance Transport Service Agreement between the parties with respect to the provision of ALS and ambulance transport services, shall supersede any prior agreement, contract or memorandum of understanding between the parties regarding such services and the parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations to the parties. Whenever the word "Agreement" is used within this document, it refers to the entire Ambulance Service Agreement and all modifications.

ARTICLE II DEFINITIONS

SECTION 201. WORDS AND TERMS

ALS First Responder. Any vehicle not normally used for purposes of patient transport, and which must meet the following requirements: 1) be staffed with a minimum of an EMT and paramedic; 2) meet the minimum ALS requirements as required by the State of Florida, Department of Health, Bureau of Emergency Medical Services; and 3) equipped with the required communications and/or Automatic Vehicle Locator.

Advanced Life Support (ALS). Means the treatment of life-threatening medical emergencies by authorized emergency medical technician-paramedics under medical control, pursuant to the laws of the County and State, or the provision of such treatment by other qualified and licensed medical or nursing personnel.

Agreement Date. The last date on which both parties sign and execute the Agreement.

Ambulance. Any vehicle permitted by the Department of Health, Bureau of Emergency Medical Services which is equipped to provide advanced or basic life support, which is designed, constructed, maintained, equipped, or operated for, and is used for or intended to be used for the transportation of patients.

Applicable Law. Any law, statute, rule, regulation, requirement, decision, opinion, judgment, or order of any federal, state, or local governmental entity, including courts, which is or may become applicable to the Agreement, operations, the Contractor, or the County.

Arrival at Incident Location. Means the time an ALS ambulance crew or ALS first responder notifies the dispatch center that the ambulance has arrived at its parking position at the scene of an incident. If an ambulance unit fails to report that it has arrived at the incident location prior to the crew departing the unit, the response time clock shall not be stopped until the time of the next communication between the ambulance and the dispatch system.

Basic Life Support (BLS). Means the treatment of life-threatening medical emergencies by an emergency medical technician or other qualified and licensed medical and nursing

personnel qualified through the use of such techniques as patient assessment basic cardiopulmonary resuscitation, splinting, obstetrical assistance, bandaging, administration of oxygen, application of pneumatic anti-shock trousers, and other techniques described in the Basic Emergency Medical Technician curriculum pursuant to the laws of the State of Florida.

Contractor. Means Tallahassee Memorial HealthCare, Inc., including the Contractor's successors and assigns.

County. Leon County, Florida, a geographic and political subdivision of the State of Florida, and governed by a charter form of government.

Dedicated Special Events Coverage. Means the posting of a paramedic ambulance at a location of a special event within Leon County. A unit so assigned shall not depart the scene of the event for any reason except to transport a patient in need of immediate transport to a medical facility, in which case another unit shall be immediately dispatched to resume coverage of the special event.

Demised Persons. Any person who is determined to be deceased by an EMT and/or Paramedic employee of the Contractor, the Medical Examiner for Leon County, or other qualified medical personnel.

911 System. Leon County's Emergency Communications Division (LCEMD) of the Leon County Sheriff's Office which receives all requests for emergency medical services, fire service, and law enforcement.

EMS. Means Emergency Medical and Transport Services.

EMS Coordinator. An employee of Leon County who is designated by the Leon County Administrator as the EMS Coordinator.

EMT. Means Emergency Medical Technician.

Emergency Request. A request for emergency services received at E-911 or a request for emergency services transferred from the E-911 System to the Contractor.

Emergency Services. The delivery of emergency medical services, including without limitation the response to calls for emergency medical assistance, the rendering of such levels of medical services as are required by applicable law, including emergency medical treatment rendered by employees of the Contractor who are trained as EMTs and paramedics as described in the Section 125.01(1)(e) Florida Statutes and Chapter 64E-2, Florida Administrative Code.

Emergency Transport. Is the transport of a patient resulting from (1) a response to an emergency request, or (2) a response to a non-emergency request which results in a need for emergency transport services.

Force Majeure. Any change in applicable law or any other act, failure or refusal to act, or an event, occurrence or condition, or any combination of the foregoing, which causes performance of the Agreement to be impossible or economically unreasonable; such act, failure or refusal to act, event, occurrence or condition may include an act of God, or terrorism. However, force majeure shall not include an act, failure or refusal to act, event, occurrence or condition which, either in whole or in part:

- a. Is the result of a labor strike, stoppage, slowdown or other labor related problem caused by employees either of the Contractor or an affiliate; or
- b. Is the result of a change in the federal revenue income tax laws; or
- c. Is or was reasonably within the control of, reasonably could have been permitted by, or was caused by the negligence, misfeasance or malfeasance of the party claiming force majeure.

Material Breach of the Agreement. A material failure or refusal by either party to perform its respective duties and obligations required by the Agreement and applicable law, which causes substantial harm to the non-breaching party and, with respect to breaches by Leon County, any failure to pay as required by this Agreement, which is deemed material under applicable law.

Medical Director. A physician who takes responsibility for the clinical performance of the Contractor for the Leon County EMS operations. The medical director will be a licensed

physician in the State of Florida and Board certified in Emergency Medicine by the American College of Emergency Physicians.

Modification. A written amendment to the Agreement, executed by the Contractor and Leon County.

Non-Emergency Transports. Requested medical transports of patient(s), or unscheduled transports, not meeting the definition of emergency transport of patient(s).

Ordinance. Ordinance of Leon County, Florida, Chapter 8, Article III of Leon County Code of Laws.

Paramedic. A person who is certified by the State of Florida, Department of Health, Bureau of Emergency Medical Services, to perform basic and advanced life support procedures.

Party. The Contractor or the County.

Patient. An individual who is ill, sick, injured, wounded, or otherwise incapacitated, and is in need of, or is at risk of needing, medical attention or care on scene and/or during transport to or from a health care facility.

Response. Means the act of responding to an emergency or a non-emergency request, which begins with the dispatching of an ambulance and, (1) in the case of a request resulting in a patient being transported, ends with the ambulance's arrival at the incident location, or (2) in the case of a request which does not result in a patient transported, ends with cancellation of the ambulance responding to the request.

Response Time. That period of time when the Contractor is notified of a pending emergency request, has obtained sufficient information to determine nature of call, until the arrival at the incident location.

State. Means the State of Florida.

SECTION 202. TERMS GENERALLY

The terms "include", "includes", or "including", as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation". When words or terms are used in the Agreement, they are to be interpreted or construed, first, as expressly defined in the Agreement; and secondly, if not expressly defined, according to any generally accepted technical meaning in the emergency medical services industry; and thirdly, if there is no generally accepted technical meaning, according to their common and customary usage.

SECTION 203. MODIFICATION

The Agreement may be amended only by a modification. The County and the Contractor expressly agree that any oral communication, later course of conduct, or other attempt to change the Agreement other than by a modification shall not be binding or enforceable

ARTICLE III TERM

SECTION 301. TERM OF AGREEMENT

This Agreement shall commence at 12:00 A. M. on October 1, 2003, and shall terminate at 12:00 P. M. (Midnight) December 31, 2003.

ARTICLE IV DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. GENERAL DUTY

Beginning October 1, 2003, at 12:00 A.M. and continuing for the term of the Agreement, the Contractor shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Contractor by the Leon County Emergency Communications Division (LCEMD) of the Leon County Sheriff's Office and/or Tallahassee Police Department.

The Contractor is to have a communications center staffed by State of Florida, Department of

Health, Bureau of Emergency Medical Services certified Emergency Medical Technicians and Paramedics. The Communications center shall be staffed twenty-four (24) hours per day and seven (7) days per week. The Contractor is to be responsible for all associated expenses of the Communications center and provide for a CAD dispatch system.

The Contractor shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and Department of Health, Bureau of Emergency Medical Services Rules and Regulations for conducting services described herein.

The Agreement shall make available to all persons within the County, emergency services (as defined herein) to be provided by the Contractor pursuant to this Agreement.

The Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the County Administrator or designee when there is reason to believe a life threatening public emergency presently exists in the County and/or a dedicated special event.

Subject to the Contractor's reasonable policies and procedures regarding same, the Contractor shall permit paramedic and emergency medical technician trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the County Administrator. The Contractor shall permit other observers to accompany ambulances at the request and designation of the County Administrator. The Contractor's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, and conduct codes.

The Contractor shall comply with all Leon County Emergency Plans, or successor plans adopted and approved by the EMS Coordinator and the Leon County Emergency Management Division whenever the provisions or such plan or plans are in effect. The Contractor further agrees to participate in at least two (2) community disaster drills per calendar year, as directed by the EMS Coordinator and the Leon County Emergency Management Division.

The Contractor may not offer incentives, by way of additional salaries or wages, or

compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

SECTION 402. TRANSPORT

The Contractor shall provide emergency services from the scene to the appropriate health facility as per medical protocols and procedures as established by the EMS Medical Director and as approved by the Leon County Emergency Medical and Transport Services Advisory Council.

SECTION 403. COMMUNICATIONS EQUIPMENT

The Contractor shall provide, at its sole expense, hardware and software upgrades to the Leon County's Emergency Management Division of the Leon County Sheriff's Department as directed by the EMS Coordinator. The Contractor will be given a six-month notice of all required upgrades.

The Contractor shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies as prescribed by the Department of Health, Bureau of Emergency Medical Services, pursuant to the State of Florida communications plan.

SECTION 404. AVAILABLE AMBULANCES

Contractor shall maintain ambulance availability as per Chapter 8, Article III, Leon County Code of Laws.

SECTION 405. PERSONNEL

The parties understand that the EMS System requires professional and courteous conduct at all times from Contractor's field personnel, communications personnel, middle management,

and top executives. The Contractor shall employ highly trained paramedics, EMTs, and support staff to provide patient care and to operate Contractors vehicles and equipment. Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Contractor, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient.

The Contractor shall utilize reasonable work schedules, shift assignments, and provide working conditions that assists in attracting and retaining highly qualified personnel.

The Contractor shall utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent which might impair judgment or motor skills.

The Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and communications center personnel.

ARTICLE V COUNTY'S DUTIES AND RESPONSIBILITIES

SECTION 501. GENERAL DUTIES

Beginning on October 1, 2003 and continuing for the term of the agreement, the County shall pay to Contractor \$133,000 per month for the provision of Emergency Medical and Transport Services to the citizens of Leon County and for a \$500.00 bonus for Tallahassee Memorial HealthCare, Inc.'s EMS employees with sustained EMS employment during the period of this agreement.

The County shall monitor Contractor's response time performance. During the reporting period, the Contractor shall provide the Contractor's response time performance to the EMS Coordinator. The report shall be in an agreed upon frequency and format.

ARTICLE VI INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS

Leon County will require a hold harmless agreement from the Contractor covering personal injury, property damage, professional and/or medical liability responsibility claims that result from performance of this contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance; Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- C. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.
- D. Professional Liability and Medical Malpractice insurance, including errors and

omissions, for all services provided under the terms of this agreement with minimum limits One Million and 00/100 (\$1,000,000) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4) year period.

E. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. Other Insurance Provisions; The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers.

Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- G. Acceptability of Insurers; Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

H. Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Leon County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

SECTION 602. INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless Leon County, its officers,

agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of the Contractor and arising out of the performance by the Contractor, its employees, subcontractors or agent in providing emergency services for the County.

It is not the intention of the parties that the Contractor shall indemnify the County against the County's own negligence or the negligence of the County's employees, officers, volunteers or agents. If any County employee, officer, volunteer or agent damages any of the Contractor's property, the County will be responsible for repair or replacement of the property. If a Contractor's employee, officer or agent damages any County property, the Contractor will be responsible for repair or replacement of the property.

ARTICLE VIII COUNTY'S RIGHT TO TERMINATE AGREEMENT

SECTION 701. County's Right to Terminate

County reserves the right to terminate this agreement at any time that County determines that County shall commence to provide ground Advanced Life Support (ALS) Emergency Medical and Transport Services to the Citizens of Leon County. County shall provide Contractor fifteen (15) days notice of County's intent to commence ALS Emergency Medical and Transport Services.

SECTION 701. COUNTY'S RIGHTS - CUMULATIVE; SURVIVAL

The County's rights and remedies as provided in this Agreement are cumulative, except as otherwise expressly provided by the Agreement, and shall survive the termination of the Agreement.

ARTICLE IX CONTRACTOR'S RIGHT TO TERMINATE AGREEMENT

SECTION 801. TERMINATION FOR CAUSE

The Contractor may, subject to the Agreement, terminate the Agreement upon the occurrence of any one or more of the following acts, omissions, events or conditions:

A. The County's failure for more than thirty (30) days to make payments which are and payable to the Contractor as provided by the Agreement; or

B. Any other material breach of the Agreement by the County.

SECTION 802. CONTRACTOR'S RIGHTS - CUMULATIVE; SURVIVAL

The Contractor's rights and remedies as provided in this Agreement are cumulative, except as otherwise expressly provided by the Agreement, and shall survive the termination of the Agreement.

ARTICLE XII MISCELLANEOUS

SECTION 901. DISPUTE RESOLUTION FORUM

Any dispute of this Agreement which is not resolved informally by the County and the Contractor, or under the terms of the Agreement, shall be pursued further, if at all, only in the Circuit Courts located in Tallahassee, Florida.

SECTION 902. SEVERABILITY

If any term or provision of the Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable to any extent, the remainder of the Agreement, and the application of such term or provision to parties and circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be effected thereby; and each term or provision of the Agreement shall be valid and enforceable to the fullest extent

permitted by law.

SECTION 903. THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Contractor and the County and is not intended to confer any right or benefit on any other party whatsoever. No third party shall have any right or claim whatsoever based on this Agreement.

SECTION 904. ASSIGNMENT

The County may, after written notice to the Contractor, assign all or part of its rights and benefits and delegate its obligations under the Agreement to any successor form of government with authority to act as the local government for the current geographic and political boundaries of the County. The Contractor shall not assign any rights nor delegate any obligations required by this Agreement to any party, except with the express written approval of the County.

SECTION 905. NON-WAIVER

No payment, acceptance of payment or other act or failure to act by the County or the Contractor shall be considered to be an acceptance of default or defective performance, nor a waiver under the Agreement or the law, unless such acceptance or waiver is expressed in a written notice.

SECTION 906. NON-DISCRIMINATION IN EMPLOYMENT

Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to age, race, color, religion, sex or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. Contractor will post

In conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 907. ENTIRE AND COMPLETE AGREEMENT

This Agreement and all Appendices hereto, constitute the entire and complete agreement of the parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the parties with the same formality as this Agreement.

SECTION 908. GOVERNING LAW

The Agreement shall be interpreted, construed and governed according to the laws of the State of Florida and Leon County.

SECTION 909. NOTICES

All notices, consents and agreements required or permitted by this Agreement shall be in writing, and as applicable, shall be delivered by registered or certified mail, with notice to be given upon receipt, and shall be addressed as follows:

County: Leon County Administrator
Leon County Courthouse
301 South Monroe Street
Tallahassee, Florida 32301

Contractor:

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this _____ day of _____ 2003.

LEON COUNTY FLORIDA

By: _____
Tony Grippa, Chairman
Board of County Commissioners

BY: _____
President
Tallahassee Memorial
HealthCare, Inc.

ATTEST:
Bob Inzer, CLERK OF COURT
LEON COUNTY FLORIDA
By: _____

(Seal)
APPROVED AS TO FORM
Office of the County Attorney

Herbert W. A. Thiele, Esq.
County Attorney



BOARD OF COUNTY COMMISSIONERS.

301 South Monroe Street
Tallahassee, Florida 32301
(850) 488-4710

July 9, 2003

Commissioners:
WILLIAM C. PROCTOR, JR.
District 1

JANE G. SAULS
District 2

DAN WINCHESTER
District 3

TONY GRIPPA
District 4

BOB RACKLEFF
District 5

RUDY MALLOY
At-Large

CLIFF THAELE
At-Large

PARVEZ ALAM
County Administrator
(850) 488-9883

HERBERT W.A. THIELE
County Attorney
(850) 487-1008

Honorable Anita Favors, City Manager
City of Tallahassee
300 South Adams Street
Tallahassee, Florida 32301

Dear Ms. Favors:

As you may know, at last evening's regular County Commission meeting, I presented a preliminary budget and implementation timeline to the Board for a County EMS department to be fully operational by January 1, 2004 (Attachment #1).

The EMS model which the Board approved was adapted from our consultant's work product to account for the County being the provider of ALS transport, instead of TFD. As you can see from the attachment, our model achieves ALS first response in the unincorporated areas through the use of paramedics assigned to quick response vehicles stationed at the County rural fire stations. During Commission discussion, the Board expressed their preference that ALS first response in the unincorporated area be achieved through TFD personnel assigned to the County rural stations.

As part of the Board's motion to approve this item, giving staff direction to implement the EMS system, the Board directed that I contact you to determine the City's interest in providing the ALS first response component in the unincorporated area of the County. As such, I would ask that you consider this invitation to make a proposal for same to the County that I can present to the Board for consideration. Given the critical timing involved in putting the system in place and in consideration of the respective Commissions' upcoming summer breaks, I request that the County receive the City's response by Wednesday, July 16th so that it can be placed on the Board's July 22nd Commission Meeting agenda.

I thank you for your leadership on this issue and thank you for the dedicated work of the City staff.

Sincerely,

Parvez Alam
County Administrator

cc:

Board of County Commissioners

Vincent Long, Assistant County Administrator

Alan Rosenzweig, Office of Management & Budget, Director

Joe Sharp, Health & Human Services, Director

CITY OF TALLAHASSEE
CITY COMMISSION AGENDA ITEM

ACTION REQUESTED ON: October 22, 2003

SUBJECT/TITLE: Update on Advanced Life Support ALS First Response
Services/Discussion of Additional Options

STATEMENT OF ISSUE

At the City Commission meeting last week, a number of issues related to the Advanced Life Support first response (ALS) negotiations arose. While the ALS first response concept appears to be simple on the surface, once you start dealing with all the "details", this becomes a complex issue.

The purpose of this agenda item is to provide further clarification regarding the EMS/ALS first response issue and briefly summarize the actions taken to date to resolve this matter. This item also presents the two new options that have been developed for consideration to provide ALS first response services in the unincorporated area of Leon County.

HISTORY/FACTS & ISSUES

Tallahassee Memorial HealthCare, Inc. (TMH) has been the sole provider of ALS emergency medical and transport services in Leon County since 1972. On September 20, 2002, TMH held a press conference to announce that it would discontinue its ambulance and LifeFlight services in Leon County effective June 30, 2003. Subsequently, TMH agreed to extend the ambulance service to December 31, 2003. By State statute the provision of emergency medical services is the legal responsibility of the Leon County government.

On February 26, 2003, the City Commission approved, in cooperation with Leon County, the retention of the Emergency Medical Services consulting firm of Fitch and Associates, LLC, for the development of detailed business and program performance specifications. Fitch and Associates' final recommendation was for the EMS service to be contracted to the TFD for delivery of ALS Medical and Transport Services. EMS dispatch was to be provided by the Tallahassee Police Department.

The County Commission rejected these recommendations and decided to form a county-based EMS service on June 24, 2003 with the Leon County Sheriff's Department providing dispatch services. A new air ambulance provider, LifeNet, was chosen and began operation within Leon County on July 1, 2003 (cont'd).

Thomas Quillin
Fire Chief

Anita R. Favors
City Manager

For Information, please contact: Tom Quillin, 891-8660

History/Facts & Issues (cont'd)

While this issue has taken a significant length of time, you must remember that it took several months for Dr. Fitch to develop his recommendations. Then the County asked us to provide a countywide EMS proposal for TFD to provide the service. This proposal was rejected by the Board of County Commissioners due to a conflict over "full cost recovery". At that point and time the City was excluded as a possible EMS service provider. However, the County came back later and requested "another proposal" from the City to provide ALS first response services in just the unincorporated area of the county. This request was for TFD to provide ALS first response from the five stations in the unincorporated area and the Bannerman Road fire station. This was to be a phased-in plan and would start on January 1, 2004, with Fire Station 15 and two unincorporated stations. The other county stations would be phased in by October 2005 (Attachment 1).

Also, for clarification, the two proposals requested totally different forms of service to be provided and the major differences in staffing required for the different service concepts. Under the EMS transport service proposal, we would have been hiring a totally new and different workforce to provide this service. Promotions, transfers, mandatory overtime, and other change in terms and conditions of employment for the Fire staff were not an issue. However, under the ALS first response plan, promotions, transfers, mandatory overtime, and those other changes in terms and conditions of employment became a major concern because of the required mix of Lieutenant and Driver/Operator staffing at the stations we operate in the unincorporated area.

This staffing is required due to the number of units at the stations, our need for a qualified supervisor for both emergencies and non-emergency activities, and the fact that personnel in those stations are required to operate independently for some time until additional units and staff from City stations can arrive on the scene to assist them with emergency operations.

Our initial ALS first response proposal to the County was based on the fact that we expected a number of TFD personnel to take advantage of a new C.O.L.A. benefit purchased by the IAFF and retire during the current contract which expires 9/30/05. However, we later learned that a number of TFD personnel had decided not to retire, and we were forced to revise our staffing projections. This placed us in the unfortunate position of having to revise our proposal to the County.

On September 8, 2003, Chief Quillin met with union representatives to update them on the status of ALS first response negotiations and the proposed implementation plan. Chief Quillin and Captain Herndon met with the Firefighters' Bargaining Unit on September 29 and September 30, 2003, to discuss the terms and conditions that would have to be negotiated with the union to implement the ALS first response agreement. As you are aware, we must first secure approval of the bargaining unit of a Memorandum of Understanding (MOU) between the City and the IAFF that would allow the City to ask the Paramedics to provide the ALS first response service. We also developed a Supplemental Employment Agreement that would commit the Paramedics to provide the services in the future. Concerns voiced by the bargaining unit have included pay, staffing, mandatory overtime and promotions.

On October 13, 2003 Fire Administration officials met with fire union representatives to discuss outstanding issues regarding the MOU and the Supplemental Employment Agreement. The meeting was very productive and agreement was reached on the Paramedic MOU with only a couple of items needing clarification.

The union has scheduled another meeting for Monday, October 20, and Tuesday, October 21, to discuss the new options for the ALS first response service, the MOU and the Supplemental Employment Agreement. After discussions, the entire membership is expected to vote on the MOU, and the Paramedics will consider the Supplemental Employment Agreement. If the bargaining unit fails to approve the MOU, we will not be able to provide the ALS first response service. If the bargaining unit approves the MOU, we are still in need of an affirmative response from a sufficient number of our Paramedics to be able to move forward and provide ALS first response services.

Discussion of New Options

Work was also done at the October 13, 2003, meeting to produce two "new ALS first response options" for consideration that everyone felt was workable with the limited staffing of Paramedic Lieutenants and Drivers/Operators that was due to a lack of retirements anticipated during this union contract period. These two options were based on several different issues. Among those considerations were concerns regarding the ability to staff without undue overtime expenditures, promotional issues, and mandatory overtime issues.

The "phased-in" concept under both options would use existing TFD Paramedic staff. TFD currently has 30 Florida Certified Paramedics. A large portion of the reasoning behind using a phased-in process is the ranking structure TFD uses in the unincorporated stations. The unincorporated stations fire crew is comprised of one (1) Lieutenant and one (1) Driver-Operator. Though TFD has the number of paramedics needed to fully staff this project, the correct ranking mix is not available within the department (only 3 of the available Paramedics are Lt. rank and 3 are the Driver-Operator rank). It was estimated that this correct ranking mix could be attained within the timeframe needed due to planned retirements during this bargaining unit contract.

Both options include the addition of two full-time employees in TFD to handle all the administrative functions (training, record keeping, etc.) of the ALS first response program. All billing and collections would be the responsibility of Leon County.

Option 2 only impacts two areas initially and does not include expansion without the hiring of additional Firefighter/Paramedic to staff the county stations. The addition of the third person at the remaining county stations, while adding cost, does have a positive impact on the ISO rating and allows for immediate full county coverage.

To address the lack of Paramedic Lieutenants and Driver/Operators in the future, it is proposed that up to 40 percent of the promotions made to Lieutenant may be Paramedics and that up to 50 percent of Driver/Operators may be Paramedics. This would hopefully take care of the union concerns that too much preference would be given to Paramedics in the promotion process.

Option 1

Option 1 would be implemented by the TFD upgrading existing equipment and personnel to Advanced Life Support first response at Fire Station #15 (Bannerman Road) and one unincorporated station (to be chosen at the County's discretion). Additionally, two ALS first response engine companies (to be chosen at the

County's discretion) would be created and located in the city, and would respond to calls in the unincorporated area that are very close to the city limits with fast response times from city stations.

However, based on our discussion with the County, we "believe" the County will most likely choose Station 14 located near Ft. Braden. TFD staff would also recommend that the two city stations selected for ALS first response engine companies should be Station 3 (on South Monroe) and Station 6 (on Apalachee Parkway). This strategy would allow an enhanced ALS first response time to the unincorporated fringe areas and would enhance service in all five county districts (Attachment II). It has been projected that approximately 50% of the medical calls in the unincorporated area are responded to from city fire stations.

Staffing would be reviewed in December 2004 for possible implementation of an additional unincorporated station in April 2005 at an approximate cost of \$51,625 for equipment and \$63,156 for annual operations. Staffing would be reviewed again in December 2005 for possible implementation of an additional unincorporated station in April 2006 at an approximate cost of \$51,625 for equipment and \$66,097 for annual operations. Option 1 entails using existing staff with expansions through promotions to Driver/Operator and Lieutenant.

Implementation of Option 1, to include ALS first response upgrading to Fire Station #15 (Bannerman Road), 1 unincorporated station, and two City of Tallahassee stations would cost \$334,508 for startup costs and \$300,760 for annual operating expenses.

The advantages and disadvantages for this option are:

Pros:

- The County pays for ALS first response program.
- More effective utilization of existing personnel.
- Faster response time by ALS-certified Paramedics for citizens in those areas covered by TFD ALS first response.
- Cost effective program.
- Will increase professionalism of department personnel.
- The City has authorized an MSTU tax on City residents and will become a true stakeholder in the ALS first response system.
- This proposal presents an opportunity for a cooperative agreement between the City and County.
- Will provide a fully integrated system.
- City residents receive direct benefit from first response service.
- The recommended ALS first response station locations cover all five county districts.
- Extending the implementation period addresses the union concerns related to promotions, staffing and mandatory overtime.
- County EMS and TFD would operate under one medical director.
- The ALS first response service level for city residents will be improved.

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Cons:

- This proposal will take longer to implement than what the County requested.
- The County may not want to pay all the start-up and operational costs for city ALS first response stations.
- Any additional ALS first response service cost to the City cannot be paid from the fire service fee.
- There is no guarantee that future county stations can be staffed with Paramedics unless the appropriate mix of Lieutenants and/or Driver/Operators are promoted.
- Increased administrative staff in TFD (2 staff positions).
- City may be responsible for any additional Paramedic stipends (other than the current 30).
- Heavier, more demanding workload (patient care, paperwork).
- Increased liability.
- The City has authorized an MSTU tax on City residents, but has no say in the level of care given in the EMS system.
- Poor utilization of existing resources.
- Continued poor ALS first response times in the outlying areas (negative for Leon County).
- Increased overtime cost.
- May have negative impact on ISO ratings, based on the percentage of medical vs. fire calls.

Deleted: County EMS and TFD would operate under one medical director.
The ALS first response service level for city residents will be improved.

Option 2

Option 2 would be implemented by the TFD upgrading existing equipment and personnel to ALS first response status at Fire Station #15 (Bannerman Road) and one unincorporated station (to be chosen at the County's discretion). In addition, this option has the capability of expanding implementation in the unincorporated area by hiring additional Firefighter/ Paramedics to staff unincorporated stations with a "third person." This practice would overcome the current problem TFD is facing at the unincorporated stations. Currently, TFD's practice is to staff the unincorporated stations with a Lieutenant EMT and a Driver/Operator EMT. TFD does not have the correct staff mix of Paramedic Lieutenant and Paramedic Driver/Operators to implement more than one unincorporated stations at this time. To overcome this issue, additional Firefighter Paramedics could be hired and placed at these unincorporated stations until TFD reaches the correct paramedic, Lieutenant, and Driver/Operator mix.

Option 2 includes ALS first response upgrading of Fire Station #15 (Bannerman Road) and one unincorporated station. The start up costs for these two stations would be \$231,258. Annual operating cost are \$422,696

ALS first response upgrading for each station that requires the hiring of additional personnel "third person" would be: equipment - \$67,258; annual operating costs of \$266,346. Additional stations would be brought on line at the request of Leon County, when adequate staffing was available, in addition to the County's funding availability.

Pros:

- Immediate implementation of ALS first response in all stations in the unincorporated area.
- The County pays for ALS first response program.
- More effective utilization of existing personnel.
- Paramedic (ALS) contact occurs earlier in the time cycle for those areas covered by TFD ALS first response, primarily the rural area.
- Cost effective program.
- Will increase professionalism of department personnel.
- The City has authorized an MSTU tax on city residents and will become a true stakeholder in the ALS first response system.
- This proposal presents an opportunity for a cooperative agreement between the City and County.
- Will provide a fully integrated system.
- Could have positive impact on ISO rating if additional staffing were added.

Cons:

- Any additional ALS first response service cost to the City cannot be paid from the fire service fee.
- There is no guarantee that future county stations can be staffed with Paramedics unless the appropriate mix of Lieutenants and/or Driver/Operators are promoted.
- Increased administrative staff in TFD (2 staff positions).
- City may be responsible for any additional Paramedic stipends (other than the current 30).
- Higher accountability (patient care, paperwork).
- Increased liability.
- Additional personnel must be hired.
- Higher cost due to additional staffing.
- Increased overtime cost.

Recommended Option

While TFD is presenting two workable options for consideration, TFD recommends Option 1. This option will provide better service to more of the public (City and County) in a cost effective manner.

DRAFT**Initial Advanced Life Support First Response Proposal Discussed with County**

- Staff Station 15 with current FF/Paramedics
- Staff two county stations with Lt. and/or D.O.'s (Paramedics) with existing staff
- Phase in 3rd county station October 2004
- Phase in 4th county station April 2005
- Phase in 5th county station October 2005
- Countywide CON for TFD ALS Certified personnel
- Fiscal 04 cost projections at \$611,801 (ALS activation of 3 stations)

New Option 1

- Staff Station 15 with current F/F Paramedics
- Staff one county station with Lt. and/or D.O.'s (Paramedics)
- Establish 2 ALS first response engines at city stations
 - ◆ To be chosen at the county's discretion (TFD staff would recommend Station 3 and Station 6).
 - ◆ These stations could cover "all" of the five county districts.
 - ◆ 50% of the EMS calls in the county are responded to by units from city stations.
- Review staffing each subsequent December and if appropriate staff is available, implement new station(s) in April until all 5 stations have been brought on line.
- Countywide CON for ALS certified personnel
- Fiscal 04 cost projections at \$682,986 (ALS activation of 4 stations)

New Option 2

- Staff Station 15 with current F/F Paramedics
- Staff one county station with Lt. and/or D.O.'s (Paramedics)
- Staff additional county stations by hiring new F/F Paramedics to serve as the third person at the county stations.
- Countywide CON for ALS certified personnel
- Fiscal 04 cost projections at \$805,596 (ALS activation of 3 stations)

To order samples or for more product information, contact Chris Martin, GSI Analyst at 210-496-1269 or email Chris.Martin@gsi.com



COST COMPARISON of TFD ALS COSTS for DIFFERENT OPTIONS

10/1-12/31/08

FY 09

FY 2008

FY 2007

FY 2006

FY 2005

FY 2004

"Old" Phase In Plan

Upfront Costs	\$	47,718							\$	47,718
Cap. & Non Cap. Equipment										
FS15 + 2 Unincorp. 2/04	\$	298,883							\$	298,883
3rd Unincorp. 10/04									\$	109,250
4th Unincorp. 4/05									\$	55,125
5th Unincorp. 10/05									\$	55,125
Subtotal									\$	564,101
Operating Costs	\$	267,200	\$	466,396	\$	530,085	\$	551,288	\$	149,068
Grandtotal	\$	611,801	\$	630,771	\$	585,210	\$	551,288	\$	149,068

Option 1

Upfront Costs	\$	47,718							\$	47,718
Cap. & Non Cap. Equipment										
FS15 + 1 Unincorp. + 2 COT	\$	334,508							\$	334,508
Poss. 2nd Unincorp 4/05									\$	51,625
Poss. 3rd Unincorp 4/06									\$	51,625
Operating Costs	\$	300,780	\$	500,784	\$	586,863	\$	622,332	\$	168,278
Grandtotal	\$	682,986	\$	552,389	\$	638,288	\$	622,332	\$	168,278

Option 2

Upfront Costs	\$	47,718							\$	47,718
Cap. & Non Cap Equipment										
FS15 + 1 Unincorp.	\$	231,258							\$	231,258.00
+ 1 Other Unincorp. w/3rd person	\$	67,258							\$	67,258
Operating Costs	\$	459,362	\$	716,605	\$	745,269	\$	775,080	\$	209,581
Grandtotal	\$	805,596	\$	716,605	\$	745,269	\$	775,080	\$	209,581

Medical Malpractice Insurance Premium Not Included

Upfront Administrative Cost Examples-	Hiring of additional administrative staff salaries/personnel costs/office costs/training for Paramedic personnel
Cap. & Non Cap. Equipment Examples-	Monitors/Defibrillators Radios Vehicle Furniture/Computers Cell Phones Physical and other hiring costs Equipment and Supplies

Upfront costs (\$47,718) needed by 11/1/03 for program implementation.

Attachment #

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